

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 04-060**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

### **THE SUPPLY OF FIRE FIGHTER TURN-OUT GEAR**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, March 24, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

#### **PRE-PROPOSAL MEETING**

The City of Lincoln will conduct a Pre-Proposal meeting on February 27, 2004 at 10:00 a.m. at the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508., bid room. Prospective contractors will be given the opportunity to ask questions, get clarification, or simply gain a greater understanding of the project prior to the proposal submission.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

# SPECIFICATIONS FOR FIRE FIGHTER TURN-OUT GEAR

## 1. GENERAL

- 1.1 The Lincoln Fire Department (LFD) currently employs approximately 270 Fire Fighters that respond to an average of 2,231 house, auto, and commercial fires and make an additional 23,132 emergency runs annually.
- 1.2 NFPA Standard in Effect:
  - 1.2.1 NFPA 1851, (current edition), the standard on the Selection, Care, and Maintenance of PPE.
  - 1.2.2 NFPA 1971, (current edition), Standard on Protective Ensemble For Structural Fire Fighting.
- 1.3 The Specifications are for the items LFD currently uses.
  - 1.3.1 The Brand Make and Model are listed to establish a minimum quality level.
  - 1.3.2 Other manufacturers which produce/supply gear of similar or better quality are strongly encourage to submit a proposal.

## 2. SCOPE OF WORK

- 2.1 It is anticipated that this RFP will result in a contract for the supply, of fire fighter turn-out gear and footwear on an *as needed basis* to the LFD for a period of three (3) years.
  - 2.1.1 It is expected that 85 sets will be ordered in the first year
  - 2.1.2 The term of the contract will be for one year with the option for two additional one(1) year mutually agreeable terms.
- 2.2 Supply shall consist of measuring, ordering, tailoring, and delivery of turn-out gear as required by the department.
  - 2.2.1 Measuring must be done onsite at each Lincoln Fire Department station house.
    - 2.2.1.1 A list of Station locations will be provided in Attachment B.
  - 2.2.2 Garments supplied shall meet or exceed the specifications as listed in Attachment A.
- 2.3 Testing gear will take place on the dates outlined below in section 3.1.1.2.2 at LFR Station #1 located at 1801 Q Street Lincoln NE.
  - 2.3.1 Standard manufacturer sizes will be used for the test.
  - 2.3.2 LFR will match testing personnel to the manufacturers sizes.

## 3. PROPOSAL SUBMISSION

- 3.1 Project Time line & Events
  - 3.1.1 The City has established the following tentative timeline for the administration of this project.
    - 3.1.1.1 These dates are subject to amendment/change at the City's discretion.

RFP Released to Vendor Community	02/18/04
Pre-Proposal Conference	02/27/04
Questions Due	03/05/04
Response to Written Questions	03/10/04
Proposals Due	03/24/04
    - 3.1.1.2 The following dates are tentative:
      - 3.1.1.2.1 Proposal Evaluation Begins 03/24/04
      - 3.1.1.2.2 Vendor sizing (for sampling) 03/25/04-03/26/04
      - 3.1.1.2.3 Four (4) complete sets of Wear sample turn-out gear must be delivered by 04/05/04
      - 3.1.1.2.4 Wear samples not delivered by this date may be grounds for Proposer's proposal to be rejected.

3.2 Deadline for Submitting Proposals

3.2.1 Responses to this RFP should be submitted as follows:

Attn: Tom Kopplin  
Assistant Purchasing Agent  
City of Lincoln  
440 South 8<sup>th</sup> Street  
Lincoln NE 68508

3.2.2 The sealed box/envelope containing one (1) original and five (5) hard copies and shall be clearly labeled with the vendor's name and RFP - 04-060

"Fire Fighter Turn-out Gear" Due Date: March 24, 2004 at 12:00 P.M. local time.

3.2.2.1 An authorized representative of the vendor must sign the proposal.

3.2.3 **Pricing for the items must come in a separate sealed envelope included with the RFP.**

3.2.4 **Proposals must be received by the Purchasing Division and time stamped by the deadline.**

3.2.4.1 The City of Lincoln will not consider any proposals received after the official deadline.

3.2.4.2 (The City will not make any exceptions due to failure or delay of the U.S. Postal service or any other delivery service, and vendors are strongly encouraged to take any steps necessary to ensure that the proposal is received on time.)

4. **QUESTIONS & ANSWERS**

4.1 The City of Lincoln will conduct a Pre-Proposal meeting on February 27, 2004 at 10:00 a.m. at the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508., bid room. Prospective contractors will be given the opportunity to ask questions, get clarification, or simply gain a greater understanding of the project prior to the proposal submission.

4.2 The City requests that the number of attendees from each *proposing firm* be limited to no more than three (3) individuals due to room capacity

4.3 Any specific questions or comments concerning the RFP may:

4.3.1 be presented in written form prior to the Pre-Proposal conference;

4.3.2 be presented orally during the conference; or

4.3.3 be presented by fax (402-441-6513) or e-mailed to Tom Kopplin, tkopplin@ci.lincoln.ne.us, no later than 4:00 PM local time on March 5, 2004.

4.3.4 Vendors are encouraged to submit their questions prior to the Pre-Proposal Conference.

4.3.5 Written questions or comments received after 4:00 PM local time on March 5, 2004. may not be entertained.

4.3.6 Prospective suppliers desiring to e-mail their questions may e-mail them to tkopplin@ci.lincoln.ne.us.

4.4 Vendors are expected to raise any questions or issues they have concerning the proposal at this point in the process.

4.4.1 If a vendor discovers any significant error, ambiguity, conflict, omission or other deficiency in the RFP, the vendor should request modification/ clarification.

4.5 Post Pre-Proposal meeting questions may be submitted by 4:00 p.m. March 5, 2004 in written form via fax or e-mail to the Assistant Purchasing Agent.

4.6 The City will decide which questions will be answered, including whether any formal amendment or clarification to the RFP is warranted.

4.6.1 The City will fax (or E-mail) an anonymous list of questions and the official answers to all known recipients of the RFP.

4.6.2 (Include your E-mail address and Fax # in any inquiries.) Vendors shall note that only the *written* answers provided will be binding on the City.

4.6.3 These answers shall represent the City's official position and supersede any previous oral statements made during the Conference or at any time by City staff.

## 5. **PROPOSAL FORMAT**

### 5.1 Please organize and format your proposal response in the following manner:

#### 5.1.1 General Requirements

- 5.1.1.1 The contractor should submit one (1) original and five (5) copies on standard 8 1/2 x 11" paper.
- 5.1.1.2 The original, hard copy proposals should be presented in professional grade folder/ three ring binder.
- 5.1.1.3 All versions must be printable.
- 5.1.1.4 Hard copy supplements (brochures, etc.) bound and delivered with the electronic versions are acceptable.

#### 5.1.2 All responses, as well as any reference material presented, must be written in the English language.

- 5.1.2.1 Main text should be a common typeface (Arial, Times New Roman, etc.) and should not be smaller than 11 pt.

#### 5.1.3 The contractor should address each item presented in the RFP in accordance with the directions found herein.

- 5.1.3.1 All answers should be clear, sufficiently detailed and specific to the City.
- 5.1.3.2 Proposals shall be based only on the material contained in the RFP.
- 5.1.3.3 In addition to the main document, this includes written responses to questions as well as any other official amendments or addenda published by the City of Lincoln concerning the RFP.

### 5.2 Transmittal Letter

#### 5.2.1 The vendor should submit a formal transmittal letter on *official company letterhead* that contains the following information:

##### 5.2.1.1 Statement of Interest

- 5.2.1.1.1 This statement should indicate the organization's general interest in the project and include a brief summary of any information the organization feels might be important to The City of Lincoln.

##### 5.2.1.2 Statement of Proposal Life

- 5.2.1.2.1 The *proposal life* must allow for the wear testing of the sample garments, which is expected to be an approximate three (3) to four (4) week process.
- 5.2.1.2.2 The *proposal life* shall represent the time during which the proposal is a firm offer and a contract may be entered into approximately 60 to 90 days.

##### 5.2.1.3 Company Contact information

- 5.2.1.3.1 Please include the name, title, address, telephone number and e-mail (if available) of the contact person for questions on your proposal.

##### 5.2.1.4 Signature of Authorized Representative

- 5.2.1.4.1 An authorized representative of the organization **must** sign the proposal. Failure to have an authorized representative sign the proposal may invalidate the proposal.

### 5.3 Company Background & Information

#### 5.3.1 This section should give a brief overview of the company and provide the following information:

- 5.3.1.1 Company name, business address, contact person, title of contact person and telephone number.
- 5.3.1.2 Year established (include former names and year established, if applicable)
- 5.3.1.3 Type of ownership and parent company, if applicable; and please include any general pre-printed literature regarding your company in this section.

#### 5.4 Vendor History

- 5.4.1 The vendor must be a “responsible” vendor that is both ethically and financially in good standing within the industry, as determined by the City.
  - 5.4.1.1 If the vendor has had a contract terminated for default during the past three years, this fact is to be disclosed in the RFP response.
  - 5.4.1.2 Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.
  - 5.4.1.3 The vendor may discuss the termination and present their position on the matter.
  - 5.4.1.4 The City of Lincoln will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP would be seriously jeopardized by selection of the vendor.
  - 5.4.1.5 If the vendor has experienced no such terminations for default in the past three years, then it should so indicate.

### 6. **SAMPLES AND TESTING**

#### 6.1 Sample Sets

- 6.1.1 Each vendor is required to provide at no cost to the city, four (4) sets of standard manufacturer sizes of compliant turn-out gear for wear test in operational service.
  - 6.1.1.1 These garments must be constructed as specified and will serve as examples of the product that will be supplied.
    - 6.1.1.1.1 Manufacturer to also include a detailed list of specifications listing, but not limited to, design and construction, stitch counts, TPP and THL.
    - 6.1.1.1.2 Samples must be supplied within ten (10) days of proposal opening date

#### 6.2 Test results:

- 6.2.1 Vendor shall verify with test results that gear proposed can withstand washing/cleaning shell fabric a minimum of 25 times without degrading the fabric.
- 6.2.2 Testing to verify this will be flame and tear strength. Additionally, for quality control and potential liability purposes, vendor shall be ETL Verified through annual and random sampling inspections by ETL personnel.
- 6.2.3 Vendor shall furnish a certificate of conformance verifying that they are capable of repairing moisture barriers to NFPA 1971, and NFPA 1851, standards.
- 6.2.4 Each Vendor shall also provide a statement(s) regarding how the proposed garments exceed the requirements of NFPA 1971.

#### 6.3 Testing

- 6.3.1 The number of fire fighters will be selected from different areas to conduct test on the proposed garments.
  - 6.3.1.1 The test period will extend through May 05, 2004.
  - 6.3.1.2 At the conclusion of these tests, a report will be compiled outlining the results of the tested garments.
  - 6.3.1.3 This test period may be shortened if the committee feels that all garments have been tested in like conditions.

- 6.3.1.4 Garments will be subjected to normal, everyday conditions by the fire fighters.
- 6.3.1.5 Specific subcategories of the testing period will include but not limited to the following:
  - 6.3.1.5.1 Wear Test:
    - a. Don/doff ability
    - b. Fit and Form
    - c. Wear
    - d. Mobility
    - e. Feature access
    - f. Comfort
    - d. Compatibility with existing safety equipment
    - h. Color comparison
    - i. Overall serviceability

## 7. **PRICING PROPOSAL**

- 7.1 Pricing shall be separated into sections: Supply of Jackets/Pants, Head socks and Foot Wear and Gloves.
  - 7.1.1 A description of the specific requirements can be found under Scope of Work (Section 2).
- 7.2 Escalators
  - 7.2.1 It is anticipated that vendors may not be able to maintain their pricing for the full three (3) years.
    - 7.2.1.1 This provision allows for annual cost escalation of goods.
      - 7.2.1.1.1 Vendors will be allowed a increase in price annually provided the Vendor gives a thirty (30) day notice of price escalation.
      - 7.2.1.1.2 Vendors wishing to use an escalator must submit as part of the proposal, a comprehensive formula by which the escalation will be calculated.
      - 7.2.1.1.3 If an index method is used, proof of the index or formula components must be verified prior to price escalation or the escalation will not be allowed.
      - 7.2.1.1.4 Vendors must state if they are bidding a “flat price increase” or “Index escalator” along with the proposal.
      - 7.2.1.1.5 Not stating an escalator will indicate the Vendor’s willingness to hold their price firm for the length period of the contract.

## 8. **PROPOSAL EVALUATION**

- 8.1 Evaluation Committee
  - 8.1.1 All proposals will be evaluated to ensure conformance with RFP requirements and to select the provider that best meet the City’s needs.
  - 8.1.2 Although LFD may waive minor irregularities if deemed to be in the best interest of the City, it is under no obligation to do so, and vendors are cautioned that failure to meet the requirements of the document may result in the proposal being judged “non-responsive” and disqualified.
  - 8.1.3 Responses to the RFP will be the principle source of material in evaluating vendors and will form the basis of developing a contract document with the successful vendor.
    - 8.1.3.1 Vendors are therefore advised to be as thorough and specific as possible in responding to the RFP.
  - 8.1.4 The City may also perform follow up discussions as necessary in order to thoroughly evaluate proposals.

## 8.2 Evaluation Criteria

8.2.1 The City of Lincoln plans to award a contract to the vendor who offers the best combination of goods, service, and price to the City, consistent with its budgetary position, in accordance with the following criteria.

<u>Criteria</u>	<u>Weight/Points</u>
8.2.1.1 Results of Performance Testing	65 points
8.2.1.2 Pricing for a Contract Term(s)	20 points
8.2.1.3 Warranty Offering & Maintenance Issues	5 points
8.2.1.4 Service	10 points
8.2.1.5 Total possible points	<u>100 points</u>

## 9. **ADDITIONAL PROVISIONS**

### 9.1 Revision to RFP

9.1.1 The City of Lincoln may modify or amend this RFP at any time.

9.1.2 If it becomes necessary for the City to revise any part of this RFP, the revision(s) will be provided to all vendors in receipt of the original RFP.

9.1.3 In such an event, the submission deadline may be extended, at the option of The City of Lincoln, to allow vendors the opportunity to revise their proposals accordingly.

### 9.2 Errors in Proposals

9.2.1 Vendors will not be allowed to change or alter their proposals after the deadline for proposal submission.

9.2.2 The City reserves the right, however, to correct obvious errors such as math errors in extended pricing (not unit pricing).

9.2.2.1 This type of correction may only be allowed for "obvious" errors such as arithmetic, typographical, or transposition errors.

9.2.2.2 Any such corrections must be approved by the Purchasing Division and countersigned by the vendor.

9.2.3 Vendors are advised to make sure that their proposals are true and correct.

### 9.3 Vendor Expenses

9.3.1 By submitting a response to this RFP or participating in the process, each vendor agrees that all of its related expenses are its sole responsibility, and that the City of Lincoln will not be responsible for any costs whatsoever incurred by the vendor in connection with or resulting from the RFP process, including but not limited to costs for preparation/submission of proposals, travel & per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.

### 9.4 Proposal Life

9.4.1 Any proposal accepted by the City for the purpose of contract negotiations shall remain valid until superseded by an executed contract or until rejected by the City.

### 9.5 Post-Proposal Discussions and Presentations

9.5.1 After the Proposal Due Date, the City of Lincoln may conduct discussions with representatives of one or more firms submitting proposals for the purpose of clarification of a company's proposal and/or to assure full understanding of, and responsiveness to, the solicitation requirements.

9.5.2 As part of this process, the City may require a vendor to provide one or more formal presentations to City officials to further explain or clarify their proposed solution.

9.5.2.1 Any presentation will be at a time and place to be determined by City staff.

9.5.2.2 The vendor will be notified in advance of the specifics if such a presentation is required.

9.5.2.3 The commencement of discussions or the scheduling of presentations does not signify a commitment by the City to execute an agreement or to continue discussions with the vendor.

- 9.6 Contract Renewal
  - 9.6.1 The resulting contract may be renewed for a maximum of three (3) one year terms, beyond the expiration date by mutual agreement of the parties.
  - 9.6.2 The term of the renewal may not be longer than the term of the original contract.
  - 9.6.3 A renewal shall be by written notice sent by the City and written acceptance by the other.
  - 9.6.4 All other terms and conditions of the contract shall remain the same as set forth herein, and may be amended only by written instrument signed by both the City and Vendor and attached as an amendment.
- 9.7 Multiple Awards
  - 9.7.1 The City may award a contract to a single vendor or, at its option, may award contracts to multiple vendors if deemed to be in the best interest of the City of Lincoln.
- 9.8 Contract Negotiations
  - 9.8.1 The City of Lincoln will use the requirements set forth in the RFP as the basis for vendor evaluations.
  - 9.8.2 After identifying the responsible vendor(s) whose proposal(s) appears to be most advantageous to the department, the City may enter into contract negotiations with the vendor(s).
  - 9.8.3 If at any time the contract negotiations are judged to be ineffective, the City of Lincoln may cease all activities with that vendor and begin contract negotiation and preparation activities with another vendor, and the process may continue until a contract is executed.
  - 9.8.4 The City of Lincoln reserves the right to cease all contract negotiation activities at any time and reject all proposals if such action is determined by the City to be in its best interest.
- 9.9 No Obligation to Proceed
  - 9.9.1 The City of Lincoln is under no obligation to proceed with this project or any subsequent project, and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of the City.
  - 9.9.2 The City may reject any and all proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFP, if it is found to be in the best interest of the City.
- 9.10 Proposal Withdrawal & Modification
  - 9.10.1 The City of Lincoln may allow a vendor representative bearing proper authorization and identification to sign for, receive, and withdraw the vendor's unopened proposal prior to submission deadline.
  - 9.10.2 A vendor wishing to modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.
- 9.11 Taxes
  - 9.11.1 The City of Lincoln is exempt from Federal, State and Local Taxes and will not be responsible for any such taxes in connection with the award of this contract.
  - 9.11.2 The City will provide a Tax Exemption Certificate upon request.
- 9.12 Exceptions Sheet
  - 9.12.1 An "exception" is defined as the Vendor's inability or unwillingness to comply with an absolute term, condition or specification - one that is essentially stated to be "required" under the language of the RFP.
  - 9.12.2 Any and all exceptions taken must be identified and explained in writing on the Exception Sheet (Section 9).
- 9.13 Sample Contract
  - 9.13.1 A copy of the City's standard contract document is attached for review. This document contains standard terms but does not contain contract language specific to this procurement. Any proposed exceptions to this document should be included on the Exception Sheet.



9.14 Licenses & Permits

9.14.1 The successful Vendor shall furnish the City upon request any and all documentation regarding necessary licenses, permits, certifications and/or registrations required by the laws or rules and regulations of the City of Lincoln, other units of local government, the State of Nebraska and the United States.

9.15 Use of City's Name

9.15.1 Upon entering an agreement, the successful vendor agrees not to use the name of the City of Lincoln in relation to the agreement in commercial advertising, trade literature or press releases to the extent without the prior written approval of the City.

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN**

**NEBRASKA**

---

---

---

---

CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between \_\_\_\_\_ hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

---

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$

## **C O N T R A C T   A G R E E M E N T**

The Work included in this Contract shall begin as soon as possible from date of executed contract.  
The completion shall be \_\_\_\_\_.

### **GUARANTEE:**

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions for a Commodity Term Contract

## CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

### **EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Executive or No. \_\_\_\_\_  
dated \_\_\_\_\_

### **EXECUTION BY CONTRACTOR**

IF A CORPORATION:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

## 1. Exception Sheet

RFP -04-060

Please list and explain any exceptions to the specifications and terms of the Request for Proposal.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Use Additional Sheets if necessary

Company Name: \_\_\_\_\_

Representative Printed Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**SPECIFICATIONS  
FOR  
STRUCTURAL FIRE FIGHTING CLOTHING**

**1. GLOVES**

- 1.1 The Firefighter, as manufactured by The Glove Corporation, Alexandria, Indiana or Committee tested approved equal.
- 1.2 Specification compliance
  - 1.2.1 NFPA 1973 (1993 edition)
  - 1.2.2 FED-OSHA 29 CFR 1910-156-165
  - 1.2.3 CAL-OSHA 10.13407
  - 1.2.4 NFPA 1971 (1997 edition)
  - 1.2.5 Must meet or exceed all the required standards mentioned above
- 1.3 Outer Shell Design and Construction
  - 1.3.1 Elk spit leather
  - 1.3.2 Wristlet type
  - 1.3.3 Gunn cut construction
  - 1.3.4 Wing thumb, five-fingered glove
  - 1.3.5 Elastic snuggerband in wrist area on back
  - 1.3.6 Elk leather welting by the two middle fingers of palm side
  - 1.3.7 Elk leather patch in thumb crotch
  - 1.3.8 A continuous index finger construction
- 1.4 Inner Liner
  - 1.4.1 Fully-sewn liner of modacrylic (SEF) self-extinguishing fabric permanently attached to a liquid proof, one-way membrane bladder.
  - 1.4.2 Bladder shall be attached to the liner by thermal adhesive to all fingers and thumbs
  - 1.4.3 Bladder and liner assembly shall be seen to each finger and thumb of the leather shell using Kevlar thread
  - 1.4.4 No stitches shall penetrate the bladder liquid-proof area
- 1.5 Cuffs
  - 1.5.1 Leather pull patch extending the full length of a four-ply Kevlar knit wrist (minimum 4") is required
  - 1.5.2 A leather hang-up loop shall be provided on inside of glove to facilitate drying and storage
- 1.6 Sizing
  - 1.6.1 Gloves shall be available in six sizes: S, M, L, XL, XXL, XXXL
- 1.7 Material
  - 1.7.1 Outer leather shell – side split elk leather of not less than 3 oz. nor more than 3.5 oz.
  - 1.7.2 Uniform color
  - 1.7.3 Welting shall not be less than 3 oz. nor more than 3.5 oz.
  - 1.7.4 Leather shall be tanned to resist cracking, peeling, and stiffening and processed to reduce slipperiness when wet or drying when heated
  - 1.7.5 Glove shall have a full-hand liner, fully-sewn fire retardant modacrylic (SEF) self-extinguishing fabric a minimum weight of 6-7 oz. per square yard material shall be napped on one side for comfort and warmth
  - 1.7.6 Liquid-proof membrane – a polyester film membrane completely sealed in the finger and sidewall areas.
    - 1.7.6.1 The polyester film membrane shall be used to prevent liquid penetration of the five test chemicals and water.
    - 1.7.6.2 No stitching shall penetrate the membrane.

- 1.7.6.3 The membrane material shall remain flexible at sub-zero temperatures.
- 1.7.7 Stitching – all outer stitching shall be of heat-resistant Kevlar 30/3 thread or equal with a minimum of eight stitches per inch
- 1.7.8 Wristlet shall be made of 100% Kevlar material four-ply, a minimum of 4" in length. A leather pull patch to cover the inner wrist area shall be sewn to the wristlet

## 2. **BOOTS**

- 2.1 Ranger 5128 Men's Bunker Fire Boot (Insulated), as manufactured by Ranger Footwear Company, Binghamton, NY or Committee tested approved equal.
  - 2.1.1 Compliance
    - 2.1.1.1 NFPA 1971 (2000 edition)
    - 2.1.1.2 NFPA 1974 – National Fire Protection Association (1992 Edition)
    - 2.1.1.3 ANSI – American National Standard Institute Z41-1999
    - 2.1.1.4 OSHA – Occupational Safety and Health Administration 1988 Code
    - 2.1.1.5 CAL OSHA – California Administrative Code Title 8 GISO Article 10.1, September, 1985
    - 2.1.1.6 CSA – Canadian Standards Association Master Contract #205043
  - 2.1.2 Certification: U.L. Classified SA9520
  - 2.1.3 Electrical Hazard: Meets or exceeds ANSI Z41-1001 Section 4 Specifications
  - 2.1.4 Available in whole and half sizes 5-15
  - 2.1.5 Width
    - 2.1.5.1 Narrow (A/B/C)
    - 2.1.5.2 Medium (D/E)
    - 2.1.5.3 Wide (EE/EEE)
  - 2.1.6 Color: Black with yellow toe tip, binding and foxing
  - 2.1.7 Type of construction: vulcanized layered rubber
  - 2.1.8 Height
    - 2.1.8.1 Boot is 16" high when measured on the outside from boot top to bottom of heel
    - 2.1.8.2 Boot is 14" high when measured on the inside from boot top to the insole
  - 2.1.9 Steel Toe: Steel toe is wrapped with 1 ¼" total width with 7/8" resin core.
    - 2.1.9.1 The resin core is set in vulcanization (TF-38DST fiberglass)
  - 2.1.10 Steel Shank: .05" X 1" X 4" triple ribbed
  - 2.1.11 Steel Midsole
    - 2.1.11.1 One piece stainless steel, puncture resistant when tested in accordance with MIL Spec. B-2885D
    - 2.1.11.2 Exceeds ANSI-Z41 1991 Section 5 Specifications
  - 2.1.12 Felt Midsole: 1/2" thick, for warmth and cold protection to the bottom of foot
  - 2.1.13 Insole: Cushion sponge 1/8" thick with material blend cover, removable
  - 2.1.14 Insulation: Polyurethane foam – close cell
  - 2.1.15 Leg Lining: 6 ½ oz. Kevlar/Nomex, calendar coated stitch bonded fleece. Para-aramid/Aramid fleece
  - 2.1.16 Toe Lining: Kevlar/Nomex fleece
  - 2.1.17 Gum Upper: Rubber formulation that is fire resistant and resists cracking and oxidation
  - 2.1.18 Shin Protector: Knurled yellow rubber (90 gauge)
  - 2.1.19 Heal Reinforcement: Cotton/Nylon blend
  - 2.1.20 Outsole: oil, chemical and salt resistance.
    - 2.1.20.1 Excellent slip and abrasion resistance
  - 2.1.21 Outsole Pattern: Black lug sole (self-cleaning)



- 2.1.22 Heel
  - 2.1.22.1 Molded rubber, designed to give proper grip on ladder and offer skid resistance
  - 2.1.22.2 Abrasion of not less than 65 when tested in accordance with (ASTM) American Standard Test Manual
- 2.1.23 Pull-Up Loops
  - 2.1.23.1 Rolled rubber covered with black net
  - 2.1.23.2 Tapered ends inserted between the lining and the boot shaft
- 2.1.24 Bar Coding:
  - 2.1.24.1 Each pair of Ranger boots has a unique barcoded serial number in the right boot to assist in asset tracking.
    - 2.1.24.1.1 This unique number is also printed in numerical form
- 2.2 Norcross Servus 1467 Firebreaker Series Boot (Insulated), as manufactured by Norcross Footwear, Inc., Rock Island, Illinois or Committee tested approved equal
  - 2.2.1 Compliance
    - 2.2.1.1 NFPA 1971 (2000 edition)
    - 2.2.1.2 NFPA 1974 – National Fire Protection Association (1992 Edition)
    - 2.2.1.3 ANSI – American National Standard Institute Z41-1999
    - 2.2.1.4 OSHA – Occupational Safety and Health Administration 1988 Code
    - 2.2.1.5 CAL OSHA – California Administrative Code Title 8 GISO Article 10.1, September, 1985
    - 2.2.1.6 CSA – Canadian Standards Association Master Contract #205043
  - 2.2.2 Certification: U.L. Classified SA7276
  - 2.2.3 Electrical Hazard: Meets or exceeds ANSI Z41-1001 Section 4 Specifications
  - 2.2.4 Available in whole and half sizes 5-15
  - 2.2.5 Width
    - 2.2.5.1 Narrow (A/B/C)
    - 2.2.5.2 Medium (D/E)
    - 2.2.5.3 Wide (EE/EEE)
  - 2.2.6 Color: Unspecific
  - 2.2.7 Type of construction: vulcanized layered rubber
  - 2.2.8 Height
    - 2.2.8.1 Boot is 16" high when measured on the outside from boot top to bottom of heel
    - 2.2.8.2 Boot is 14" high when measured on the inside from boot top to the insole
  - 2.2.9 Steel Toe: Meets or exceeds ANSI E41-1999 Impact and Compression
  - 2.2.10 Steel Shank: .05" X 1" X 4" triple ribbed
  - 2.2.11 Steel Midsole: one piece flanged, stainless steel
  - 2.2.12 Felt Midsole: 1/2" thick, for warmth and cold protection to the bottom of foot
  - 2.2.13 Insole: Cushion sponge 1/8" thick with material blend cover, removable
  - 2.2.14 Insulation: Polyurethane foam – close cell
  - 2.2.15 Leg Lining: Kevlar/Nomex calendar coated
  - 2.2.16 Toe Lining: Kevlar/Nomex blend, calendar coated
  - 2.2.17 Gum Upper: Rubber formulation that is fire resistant and resists cracking and oxidation
  - 2.2.18 Shin Protector: Knurled yellow rubber (90 gauge)
  - 2.2.19 Outsole: Black high abrasion
  - 2.2.20 Outsole Pattern: Black, heavy trac tread design
  - 2.2.21 Heel: Black-molded rubber
  - 2.2.22 Heel Reinforcement: Cotton/Nylon blend
  - 2.2.23 Toe Tip and Foxing: High abrasion rubber compound

- 2.2.24 Pull-Up Loops
  - 2.2.24.1 Rolled rubber covered with black net
  - 2.2.24.2 Tapered ends inserted between the lining and the boot shaft
- 2.2.25 Bar Coding:
  - 2.2.25.1 Each pair of Norcross Servus boots has a unique barcoded serial number in the right boot to assist in asset tracking. This unique number is also printed in numerical form

### 3. **HELMET**

- 3.1 Firedome PX Helmets, as manufactured by E.D. Bullard Company, Cynthiana, Kentucky or Committee tested approved equal.
- 3.2 Performance requirements:
  - 3.2.1 NFPA (2000 edition)
  - 3.2.2 US-OSSA (NFPA 1997)
- 3.3 Construction
  - 3.3.1 Thermoplastic outer shell ALTUM (PXA), colors: Black, White, Red and Yellow.
  - 3.3.2 Urethane foam impact liner
  - 3.3.3 Black inner shell
  - 3.3.4 Locking ratchet head band
  - 3.3.5 Leather ratchet cover
  - 3.3.6 Rip stop Nomex ear/neck protector
  - 3.3.7 Six point crown strap assembly
  - 3.3.8 Fire resistant, cotton brow pad
  - 3.3.9 4" optically correct face shield
  - 3.3.10 Nomex chin strap with quick release buckle and postman's slide fastener
- 3.4 Design
  - 3.4.1 Flared, rear-brim design with a length of 14", a width of 10" at the face-shield hardware, a height of 6 7/8"
  - 3.4.2 Edge of outer shell shall have all aluminum; reinforced elastometric edge beading that is secured at the rear of the brim by a stainless steel cup and D-ring fastened by a stainless steel rivet
- 3.5 Reflective Trim
  - 3.5.1 Reflective materials shall be glass bead-based
  - 3.5.2 Vinyl-based reflective materials will not be considered equal
- 3.6 Warranty
  - 3.6.1 Under normal use and service, vendor/manufacture shall warrant helmet for a period of two years from purchase

### 4. **BUNKER GEAR**

- 4.1 Pants
  - 4.1.1 BPRPOS32Z BPR-pants outer shell – 7.5 oz. PBI EWR Bronze
  - 4.1.2 BPRPTL3 BPR-pants thermal liner - 3-LayerE89/Nomex facecloth
  - 4.1.3 IPLP STD – inspection port liner
  - 4.1.4 LNDP STD – liner detachable
  - 4.1.5 LBPFP Project fire labels
  - 4.1.6 LBSLP Separate label
  - 4.1.7 TRCF2-TO 3" cuff trim – orange 2-tone scotchlite
  - 4.1.8 CLNFV2-32Z Narrow 2" velcro fly-PBI EWR Bronze
  - 4.1.9 KNRNC-14K Knees cushioned – Kevlar/Nomex khaki
  - 4.1.10 CFAN-32Z Angled cuffs – pants – PBI EWR Bronze
  - 4.1.11 SATUP2-32Z Take up straps 2 postman – PBI EWR Bronze
  - 4.1.12 PKBLP-32Z Bellows pockets – pants – PBI EWR Bronze 2"Velcro – Placed 8" down from waist and 1.5" toward front – divided 3" from front
  - 4.1.13 PKBLP-FV Full velcro – pockets & flaps

4.1.14	PKBLP-S01	Bellows pockets – 9" X 9" X 2"
4.1.15	PKDIV-KEV	Bellows pocket divider – Kevlar divide both pockets – 3" from front
4.1.16	PKDIV-KEV	Bellows pocket divider – Kevlar
4.1.17	PKRPF-KV	Lined with Kevlar
4.1.18	SPDBRI	Dynaback suspenders w/circles installed
4.2	Coats	
4.2.1	BPRLOS32Z	BPR – tails outer shell – 7.5oz PBI EWR – Bronze
4.2.2	BPRTL3	BPR – tails thermal liner – 3 layer E89/Nomex facecloth
4.2.3	BPRMB2	BPR – tails moisture barrier – Crosstech/Nomex facecloth
4.2.4	LNDC-32Z	STD – liner detachable.
4.2.5	CFCCS-32Z	STD – coat cuffs
4.2.6	CCFCC-32Z	STD – fold-over comfort chinstrap
4.2.7	LPLC	STD – inspection port liner
4.2.8	PKTLSTD	STD – liner label pocket
4.2.9	TLW	STD – Nomex – tabbed long wristlets
4.2.10	LBPf	Project fires label
4.2.11	LBSLC	Separate label
4.2.12	SATUPST-32Z	STD – take up straps 2 postman
4.2.13	TPRF1-TO	Project fires – 1 trim - orange 2-tone scotchlite
4.2.14	LTHEM-32Z	Hem patch – PBI EWR Bronze – F/F last name or 1 <sup>st</sup> initial + last name – Average 7 letters
4.2.15	LT2S07-SO	7-2" Sewn letters – orange scotchlite – sewn on
4.2.16	CLCH-32Z	Chicago closure – 2" velcro/hooks & dees – PBI EWR Bronze 2 snaps under shield and a 2" overlap in front – storm flap to be 7"
4.2.17	LNDAPC	Dead air panels – coat
4.2.18	CFSCH-32Z	Shingle cuffs – PBI EWR Bronze
4.2.19	PKHBLN-32Z	Half hi bellows pockets – PBI EWR Bronze 7" X 9" X 1.5"
4.2.20	PKRCF-KV	Lined with Kevlar
4.2.21	PKHWF-32Z	Handwarmers in front of bellows pockets – PBI EWR Bronze
4.2.22	PKRD-32Z	Radio pocket – PBI EWR Bronze 7.5" X 2.5" X 2" – 2" Velcro-trim aligned 1" below velcro
4.2.23	PKRD-LC	Left chest 1/5" from shield
4.2.24	Velcro (hook) on radio pocket shall extend 1" below pocket flap in the closed position	
4.2.25	Insert two 2" X 5" velcro (hook) on inside of Chicago flap closure, height centered on horizontal reflective striping of coat	
4.2.26	Elbows cushioned - Kevlar/Nomex khaki, PBI advanced	

## 5. HOOD

- 5.1 All protective hoods must meet NFPA 1971 (1997 edition) or Committee tested approved equal
- 5.2 P84/LENZING FR P84/LENZING, FR 8.203/YD 40/60 double layer
  - 5.2.1 40% - P84, 60% - LENZING FR
- 5.3 Full shoulder, double layer hood w/double layer bib (P849722ES)
  - 5.3.1 20 TPP double layer protection in both the 13" head and 8" bib
  - 5.3.2 Face opening between 4.6 and 5.6 inches in diameter
  - 5.3.3 Face opening maintains the 4.6 and 5.6 inch requirement after 50 donning and doffings
  - 5.3.4 Fabric and seams strength passes burst tests
  - 5.3.5 Labels are fire resistant and pass tough new durability tests
  - 5.3.6 Each hood contains an easy to understand user guide

**PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE WITH THE RFP**

COMPANY NAME \_\_\_\_\_

**PROPOSAL  
SPECIFICATION NO. 04-060**

**BID OPENING TIME: 12:00 NOON  
DATE: WEDNESDAY, Date March 24, 2004**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the belowlisted items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR:  
STRUCTURAL FIRE FIGHTING CLOTHING**

**BIDDING SCHEDULE**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY.</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1.	Gloves Mfg. _____ Prod. No. _____	270 pr/3 years	\$ _____	\$ _____
2.	Boots, as follows:			
2a.	Ranger 3124 Insulated Bunker Fire Boot Mfg. _____ Prod. No. _____	270 pr/3 years	\$ _____	\$ _____
2b.	Norcross Fire Breaker Series Insulated Fire Boot Mfg. _____ Prod. No. _____	270 pr/3 years	\$ _____	\$ _____
3a.	Helmet Mfg. _____ Prod. No. _____	270 pr/3 years	\$ _____	\$ _____
3b.	Face Shields only Mfg. _____ Prod. No. _____	270 pr/3 years	\$ _____	\$ _____
4.	Morning Pride Tail Coat and Pants			
4.a.	BPR-1231 Tail Coat, Bronze Mfg. _____ Prod. No. _____	270 pr/3 years	\$ _____	\$ _____
4.b.	BPRPOS32Z Pants, Bronze Mfg. _____ Prod. No. _____	270 pr/3 years	\$ _____	\$ _____

Company Name\_\_\_\_\_

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
5.	Full Shoulder Head Socks(hood) Mfg._____ Prod. No._____	270 PR/3 years	\$_____	\$_____
6.	Total Proposal			\$_____

**PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE WITH THE RFP**

**BID SECURITY REQUIRED:** Yes\_\_\_\_ Amount:\_\_\_\_\_ No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**Term of Contract is one (1) year, July 1, 2004, through June 31, 2005.**

**Contract Extension Renewal is an option:** Yes\_\_\_\_\_  
No \_\_\_\_\_

**TERM PRICE CLAUSE: BIDDER MUST STATE**

- (a) Bid prices firm for the full contract period:\_\_\_\_\_; or  
(b) Bid prices subject to escalation/de-escalation:\_\_\_\_\_.  
(c) If (b), state period for which prices will remain firm:  
Through\_\_\_\_\_.

**INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_\_**YES**    \_\_\_\_\_**NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**COMPANY REPRESENTATIVE responsible for the administration of this Agreement:**

**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**PHONE NO.**\_\_\_\_\_

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**  
**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**  
**SEALED RFP FOR SPEC. 04-060**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE          ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE No.          FAX No.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

\_\_\_\_\_  
ESTIMATED DELIVERY DAYS (After  
receipt of individual orders)

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

## Measurement and Delivery Locations

### Locations

Station #1	1801 Q Street	Lincoln, NE
Station #2	1545 North 33 <sup>rd</sup> Street	Lincoln ,NE
Station #3	Second and N Street	Lincoln ,NE
Station #4	5600 South 27 <sup>th</sup> Street	Lincoln ,NE
Station #5	3640 Touzlin	Lincoln ,NE
Station #6	5051 South 58 <sup>th</sup> Street	Lincoln ,NE
Station #7	1345 South Cotner	Lincoln ,NE
Station #8	2760South 17 <sup>th</sup> Street	Lincoln ,NE
Station #9	901 North Cotner	Lincoln ,NE
Station #10	1440 Adams	Lincoln ,NE
Station #11	3401 Northwest Luke	Lincoln ,NE
Station #12	2201 South 84 <sup>th</sup> Street	Lincoln ,NE
Station #13	1700 South Coddington	Lincoln ,NE
Station # 14	5435 Northwest 1st Street	Lincoln ,NE

2. Additional Ordering:

WILL YOUR COMPANY EXTEND THEIR PRICES OF THIS CONTRACT TO OTHER POLITICAL SUBDIVISIONS?

YES \_\_\_\_\_

NO \_\_\_\_\_

Political subdivisions include all cities, towns, townships, school corporations, and other governmental entities within the State of Nebraska. If you mark yes, you are saying you are willing to provide your bid price to any of these entities if they wish to purchase from this bid.

The City of Lincoln **does not** accept any responsibility for purchase orders issued by other political subdivisions, however we do support cooperative bidding.

All political subdivisions must be willing to accept bid item(s) as described in the specifications without any changes, no matter how minute, once the City of Lincoln accepts the bid.



# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work will be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.